

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into this 11th day of December, 1957, by and between LEO SAUGET, of Monsanto Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO CHEMICAL COMPANY, a Delaware Corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto."

WITNESSETH THAT:

WHEREAS, Monsanto owns and operates a chemical industry situated in the Village of Monsanto, Centerville Township, St. Clair County, Illinois, and desires to dispose of refuse materials from said industry, and

WHEREAS, Sauget owns certain property in Monsanto Village, Centerville Township, St. Clair County, Illinois, which is operated by Sauget as a private dump, and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW THEREFORE, it is hereby agreed by and between the parties hereto as follows:

Sauget agrees as follows:

- (a) To permit Monsanto to haul and dump at Monsanto's expense and risk any or all refuse resulting from the normal operations at Monsanto's chemical plant. Any refuse containing acid shall be neutralized with lime.
- (b) To maintain the dump at all times in such condition as to allow Monsanto to freely dump all refuse. Cinders will be furnished by Monsanto to assist in this maintenance as Monsanto deems necessary.
- (c) To maintain at all times access for trucks to the dump from the nearest improved road.

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- (d) To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.

Monsanto agrees as follows:

- (a) To pay to Sauget at the end of each year that this agreement is in effect, the sum of Three Thousand Dollars (\$3,000.00).
- (b) To indemnify Sauget against any and all damage to Monsanto's equipment or injury to Monsanto's employees or agents while on the property of Sauget.

This agreement shall continue in effect for a period of one year from January 1, 1958, to January 1, 1959, and thereafter from year to year subject to the right of either party to terminate same at any time after January 1, 1959, by giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same.

Should this agreement be terminated at any time other than at the end of a calendar year then payment shall be prorated on the basis of Three Thousand Dollars (\$3,000.00) per year.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate the day and year first above written.

MONSANTO CHEMICAL COMPANY

LEO SAUGET

By: 

Vice President

Witness: 

Date: December 11, 1957

Witness: 

Date: Dec 14, 1957

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of the Secretary